

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 18-Feb-2005		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY NAVSEA INDIAN HEAD 101 STRAUSS AVE. ATTN: BRENDA PRICE 1143B BRENDA.PRICE@NAVY.MIL INDIAN HEAD MD 20640-5035		CODE N00174		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. N00174-05-R-0018	
				X		9B. DATED (SEE ITEM 11) 04-Feb-2005	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u> 1 </u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) THE PURPOSE OF THIS AMENDMENT IS TO MAKE THE FOLLOWING CHANGES TO THE SUBJECT SOLICITATION:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		18-Feb-2005	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

1. THE FOLLOWING CLAUSE IS HEREBY ADDED TO SECTION D – PACKAGING AND MARKING

HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) ALL - The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

2. THE FOLLOWING IS HEREBY ADDED TO SECTION F – DELIVERIES AND PERFORMANCE:

TIME OF DELIVERY

0001AA	within 15 days after contract award
0001AB	within 90 days after contract award
0001AC	when design is no more than 90% complete, the contractor shall hold a CDR to discuss final design efforts and any CCAD preference changes
0002AA	within 12 months after contract award
0003AA	24 months after contract award
0004AA	within 12 months after contract award
0004AB	prior to commencement of any factory testing
0004AC	within 12 months after contract award
0004AD	within 12 months after contract award
0004AE	prior to startup of processes associated with the control system equipment
0004AF	within 12 months after contract award
0004AG	within 12 months after contract award
0004AH	after installation and check-out of the system, within 12 months after contract award
0005AA	within 30 days of Government acceptance of the test cell
0005AB	within 30 days of Government acceptance of the test cell
0005AC	with 12 months after contract award
0005AD	within 30 days of Government acceptance of the test cell
0006AA	within 12 months after contract award

0007AA 24 months after contract award

LOT II, OPTION I

0008AA 12 months after exercise of option

0009AA within 12 months after exercise of option

0010AA 12 months after exercise of option

LOT III, OPTION II

0011AA 12 months after exercise of option

0012AA within 12 months after exercise of option

0013AA 12 months after exercise of option

LOT IV, OPTION III

0014AA 12 months after exercise of option

0015AA within 12 months after exercise of option

0016AA 12 months after exercise of option

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

3. SECTION H - SPECIAL CONTRACT REQUIREMENTS IS REVISED AS FOLLOWS:

Clause 5252.245-9101 is revised to include the following list of Government Furnished Material:

CCAD T55L712 Internal Engine Torque Meter Signal Conditioner (T55GA712 Engines)

All Engine Temperature and Oil Sensors

GE T700 PAS, LDS, and Stage1 Vane Angle encoder engine mounting H/W.

Honeywell T55L712 N1 and N2 encoder engine mounting H/W.

4. THE FOLLOWING CALUSES ARE HEREBY ADDED TO SECTION I – CONTRACT CLAUSES:

52.202-1	Definitions	JUL 2004
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995

52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
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52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUN 2004
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-18	Rights in Data--Existing Works	JUN 1987
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003

52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	SEP 2004
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7037	Evaluation of Offers for Air Circuit Breakers	APR 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.245-7001	Reports Of Government Property	MAY 1994

5. FOLLOWING CLAUSE IS HEREBY DELETED FROM SECTION I – CONTRACT CLAUSES:

252.227-7017 Identification and Assertion of Use, Release or Disclosure JUN 1995

6. THE FOLLOWING IS HEREBY INCORPORATED IN SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT ADMINISTRATION PLAN

**PAST PERFORMANCE QUESTIONNAIRE COVER SHEET
FOR SOLICITATION NUMBER N00174-05-R-0018**

A. CONTRACTOR: _____

B. CONTRACT NUMBER _____

C. CONTRACT TYPE: _____

D. ORIGINAL CONTRACT VALUE: _____

E. CURRENT CONTRACT VALUE: _____

F. NATURE OF EFFORT: _____

G. PERIOD OF PERFORMANCE: _____

H. PLACE OF PERFORMANCE: _____

**SUBMIT PAST PERFORMANCE QUESTIONNAIRE
TO:**

NAVAL SURFACE WARFARE CENTER
101 Strauss Avenue, Bldg 1558
Indian Head MD 20640-5035
Brenda Price, Contract Specialist, Code
1143B

BY: 07 MAR
2005

**PAST PERFORMANCE QUESTIONNAIRE INTERVIEW SHEET
SOLICITATION NUMBER: N00174-05-R-0018**

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question then you should mark "N/A".

EVALUATION CRITERIA

- | | |
|--------------------|---|
| Excellent - | The offerors performance was consistently superior.
The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective. |
| Good - | The offerors performance was better than average.
The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective.
Would be willing to do business with the Offeror again. |
| Neutral - | No record exists. |
| Average - | The offerors performance was adequate.
The contractual performance reflects a Problem, to which the contractor has not yet identified corrective actions.
Consideration would take part in awarding a contract to the Offeror again. |
| Poor - | The offerors performance was entirely inadequate.
The contractual performance of the element being assessed contains problems, to which the contractors corrective actions appear to be or were ineffective. Would not do business with the Offeror again under any circumstances. |

CUSTOMER SATISFACTION

- | | |
|---|---------------|
| 1. The referenced contractor was responsive to the Customers needs. | E G N A P N/A |
| 2. The contractors personnel were qualified To meet the requirements. | E G N A P N/A |
| 3. The contractors ability to accurately estimate Costs. | E G N A P N/A |

TIMELINESS

- | | |
|---|---------------|
| 4. The contractors ability to ensure, to the extent of Its responsibility, that all tasks were completed within The requested time frame. | E G N A P N/A |
|---|---------------|

TECHNICAL SUCCESS

- | | |
|--|---------------|
| 5. The contractor had a clear understanding of the work Detailed in the SOW. | E G N A P N/A |
| 6. The contractors ability to complete tasks correctly the first time. | E G N A P N/A |
| 7. The contractors ability to resolve problems. | E G N A P N/A |

QUALITY

- | | |
|--|---------------|
| 8. The contractors quality and reliability of supplied/services delivered. | E G N A P N/A |
| 9. Quality, reliability, and maintainability of hardware delivered. | E G N A P N/A |

PLEASE PROVIDE SUBJECTIVE REPOSSES FOR THE FOLLOWING:

10. Would you recommend this contractor for similar government contracts? Please explain:
11. Have you experienced special or unique problems with the referenced contractor that we should be aware of in making our decision?
12. In summary, which of the following would you choose to describe the quality of the referenced contractors service:
- Significantly better than acceptable
- Slightly better than acceptable
- Acceptable
- Slightly less than acceptable
- Entirely unacceptable
13. In summary, which of the following would you choose to describe reference contractors willingness to cooperate to resolve performance disagreements:
- Highly cooperative
- Cooperative
- Somewhat uncooperative
- Highly uncooperative

Thank you for taking the time to complete the above information.

NAME

DATE

PHONE NO.